

A. G. Contract No KR00 0228TRN  
ADOT ECS File No JPA 00-36  
Project: H5645 01C  
Section: SR-69 @ Holiday Drive

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 30 June, 2000 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to construct an intersection improvement on SR-69 at Holiday Drive (MP 294.4) at a cost currently estimated at \$200,000.00, hereinafter referred to as the Project, for the safety and benefit of the traveling public. The parties hereto agree the County will be the lead agency for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 24086  
Filed with the Secretary of State  
Date Filed: 06/30/00  
Patsy Gayles  
Secretary of State

By Dicky V. Greenwood

## II. SCOPE OF WORK

### 1 The County will:

a. Be the lead agency for the Project. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve State review comments.

b. Call for bids and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the State on any Project construction contract modifications, and be responsible for its proportionate share of same, as well as any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

c. Upon completion, invoice the State for its share of the cost of the Project, in an amount not to exceed \$134,000.00. Be responsible for all costs associated with the Project over and above the State's contribution of \$134,000.00.

d. Upon completion, approve and accept the Project on-behalf of the parties hereto and provide maintenance outside the State right-of-way.

### 1. The State will:

a. Within 30 days after receipt and approval of an invoice, pay the County for the States share of the cost of the Project, in an amount not to exceed at \$134,000.00.

b. Upon completion and acceptance by the County, provide maintenance to the Project inside the State right-of-way.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Yavapai County  
County Administrator  
1015 Fair Street  
Prescott, AZ 86301

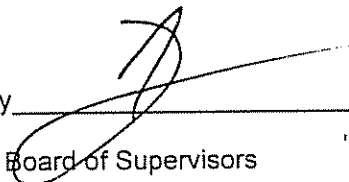
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By  \_\_\_\_\_, Chairman  
Board of Supervisors

By  \_\_\_\_\_  
WILLIAM J. HIGGINS  
Deputy State Engineer

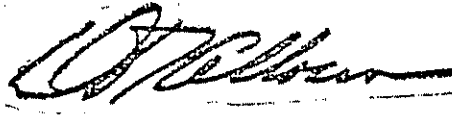
ATTEST

By  \_\_\_\_\_  
BEVERLY STADDON  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 24th day of April 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for the design, construction and maintenance of improvements on SR-69 at Holiday Drive.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

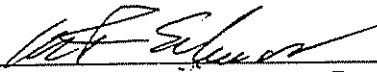
A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

**APPROVAL OF THE YAVAPAI COUNTY ATTORNEY**

I have reviewed the above referenced proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 27<sup>th</sup> day of April, 2000.

  
\_\_\_\_\_  
County Attorney

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY           )  
  ) ss.  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: May 15, 2000.

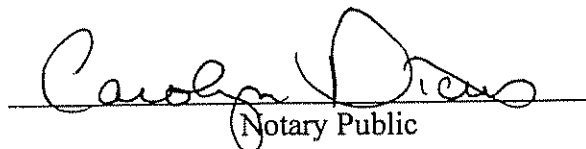
The entry in the said minutes:

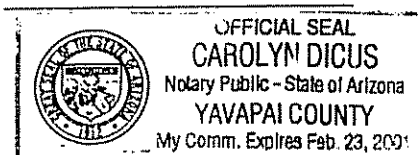
3. Consider approval of intergovernmental agreement with the Arizona Department of Transportation for turn lane construction at Highway 69 and Holiday Drive, Prescott area. **Mr. Straub explained that he had been working with ADOT, the Flood Control District and Calvary Chapel for the past year on the reconstruction of several roads in the area. He said that there was a cooperative agreement with ADOT and the church to put in a right turn lane, and that there had been a great deal of neighborhood participation in this project. Approved by unanimous vote, upon a motion by Supervisor Brownlow, seconded by Supervisor Olsen. No comments from the public.**

  
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me May 25, 2000.

My Commission Expires:

  
Notary Public





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

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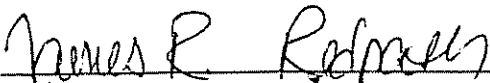
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0228TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 29, 2000.

JANET NAPOLITANO  
Attorney General

  
\_\_\_\_\_  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/634066

Enc.